at&t

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January 7, 2015

Ms. Jocelyn Boyd
Chief Clerk
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: Fourth Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, LLC d/b/a AT&T South Carolina and tw telecom of south carolina llc pursuant to Sections 251 and 252 of the Telecommunications Act of 1996
Docket No. 1997-383-C

Dear Ms Boyd:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, LLC, d/b/a AT&T South Carolina ("AT&T") and tw telecom of south Carolina llc submit to the South Carolina Public Service Commission the fourth amendment to their Interconnection Agreement for, among other things, the interconnection of their networks, the unbundling of specific network elements and the resale of AT&T's telecommunications services. The agreement was negotiated pursuant to Sections 251 and 252 of the Act and also may contain terms and conditions for products and services voluntarily agreed to by the parties outside the scope of Sections 251 and 252 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between AT&T and tw telecom of south carolina llc within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

As a courtesy, a copy of this amendment is being provided to the Office of Regulatory Staff.

Sincerely,

Nyla M. Laney

Nyla M. Laney

cc: James E. McDaniel

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AMENDMENT

BETWEEN

BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T SOUTH CAROLINA

AND

TW TELECOM OF SOUTH CAROLINA LLC

at&t

Signature: eSigned - Gary Black Jr

Name: eSigned - Gary Black Jr
(Print or Type)

Title: Vice President
(Print or Type)

Date: 26 Dec 2014

tw telecom of south carolina llc
By: tw telecom holdings inc., its sole member

Signature: eSigned - William A. Bockelman

Name: eSigned - William A. Bockelman
(Print or Type)

Title: Director
(Print or Type)

Date: 31 Dec 2014

BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA by AT&T Services, Inc., its authorized agent

State	ULEC OCN
SOUTH CAROLINA	174B

Description	ACNA Code(s)
ACNA(s)	XPC

AMENDMENT TO THE AGREEMENT BETWEEN TW TELECOM OF SOUTH CAROLINA LLC AND BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T SOUTH CAROLINA

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, Inc. d/b/a **AT&T SOUTH CAROLINA** ("**AT&T SOUTH CAROLINA**") and tw telecom of south carolina llc ("CLEC"). **AT&T SOUTH CAROLINA** and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T SOUTH CAROLINA and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated November 2, 2007 and as subsequently amended (the "Agreement"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and Exhibit A and Exhibit B Pricing Sheet immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.

2. The Parties agree to add the following definition to the General Terms and Conditions of the Interconnection Agreement:

   "**Accessible Letter(s)**" means the correspondence used to communicate pertinent information regarding **AT&T SOUTHEAST REGION 9-STATE** to the CLEC community and is (are) provided via posting to the AT&T CLEC Online website.

   "**AT&T SOUTHEAST REGION 9-STATE**" – the AT&T owned ILEC doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

   "**Business Day**" means Monday through Friday, excluding holidays on which the applicable **AT&T SOUTHEAST REGION 9-STATE** ILEC does not provision new retail services and products.

   "**Notice**" is official correspondence between the Parties sent in accordance with Notice Sections 19.1-19.3 of these General Terms and Conditions.

   "**Party**" means either CLEC or the AT&T owned ILEC; use of the term "Party" includes each of the AT&T owned ILEC(s) that is a Party to this Agreement. "Parties" means both CLEC and the AT&T owned ILEC.

   "**Third Party**" is any Person other than a Party.

3. The Parties agree to add Exhibit A Intercarrier Compensation for Wholesale Local Switching as Exhibit G to Attachment 3 of the Agreement.

4. The Parties agree to add the rates for Local Interconnection (Call Transport and Termination) for Wholesale Local Switching in **AT&T SOUTHEAST REGION 9-STATE** as set forth in Exhibit B, the AT&T Pricing Sheet(s) for the State(s) of South Carolina.

5. The Parties agree to replace Section 19 of the General Terms and Conditions to the Agreement with the following language:

   19. Notices

   19.1 Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

   19.1.1 delivered personally, delivered by express delivery service or mailed via U.S. certified mail , with postage prepaid and a return receipt requested.

19.1.2 delivered by facsimile provided CARRIER and/or **AT&T SOUTHEAST REGION 9-STATE** has provided such information in Section 19.3 below.

19.1.3 delivered by electronic mail (email) provided CARRIER and/or **AT&T SOUTHEAST REGION 9-STATE** has provided such information in Section 19.3 below.

19.2 Notices will be deemed given as of the earliest of:

19.2.1 the date of actual receipt or refusal of delivery when sent via express delivery service or certified mail; or

19.2.2 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone on a Business Day, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

19.2.3 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt when delivered by email prior to 5:00 p.m. in the recipient's time zone on a Business Day, but the next Business Day when delivered by email at 5:00 p.m. or later in the recipient's time zone, provided such notice is also sent by one of the other methods of delivery.

19.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Level 3 Communications, LLC - Attn: Legal Interconnection Services
STREET ADDRESS	1025 Eldorado Blvd
CITY, STATE, ZIP CODE	Broomfield, CO 80021
PHONE NUMBER*	(720) 888-3059
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	N/A

With a copy to:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Level 3 Communication, LLC - Attn: Sr Director – Interconnection Services – Mack Greene
STREET ADDRESS	1025 Eldorado Blvd
CITY, STATE, ZIP CODE	Broomfield, CO 80021
PHONE NUMBER*	(720) 888-3059
FACSIMILE NUMBER	N/A
EMAIL ADDRESS	mack.greene@level3.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th Floor

	Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

19.4 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 19. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

19.5 **AT&T SOUTHEAST REGION 9-STATE** communicates official information to CARRIERs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

19.6 In addition, CARRIER agrees that it is responsible for providing **AT&T SOUTHEAST REGION 9-STATE** with CARRIER's OCN and ACNA numbers for the States in which CARRIER is authorized to do business and in which CARRIER is requesting that this Agreement apply. In the event that CARRIER wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CARRIER shall send written notice to **AT&T SOUTHEAST REGION 9-STATE** to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 19. notice provision; CARRIER shall also update its CLEC Profile through the applicable form and/or web-based interface.

19.6.1 CARRIER may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CARRIER.

19.6.2 CARRIER may be able to place orders for certain services in **AT&T SOUTHEAST REGION 9-STATE** without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CARRIER has not properly updated its CLEC Profile, ordering capabilities will cease, and CARRIER will not be able to place orders until thirty (30) days after CARRIER has properly updated its CLEC Profile.

19.7 **AT&T SOUTHEAST REGION 9-STATE** communicates official information to CARRIERs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

19.8 CARRIER may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.

6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

7. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
9. This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission.

1.0 Intercarrier Compensation for Wholesale Local Switching Traffic

1.1 Where CLEC purchases local switching from AT&T SOUTHEAST REGION 9-STATE either on a stand alone basis or in combination pursuant to the terms of a separately negotiated commercial agreement (herein after referred to as "Wholesale Local Switching" or "switching on a wholesale basis"), CLEC shall establish agreements with and will deal directly with Third Party carriers, such as independent companies, ILECs, CMRS or wireless carriers and other CLECs, for purposes of reciprocal compensation for calls originated by or terminated to the End Users served by such arrangements. AT&T SOUTHEAST REGION 9-STATE is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this Section.

1.2 The following intercarrier compensation terms shall apply to all traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC when CLEC purchases Wholesale Local Switching.

1.2.1 For calls terminating to third parties, such as other CLECs, wireless carriers and independent companies, CLEC shall establish agreements with and will deal directly with third party carriers for purposes of intercarrier compensation for calls originated by or terminated to the End Users served by such arrangements. If CLEC does not have such an agreement with a third party carrier and AT&T SOUTHEAST REGION 9-STATE is charged termination charges by a third party terminating a call originated by CLEC, or if such third party carrier bills AT&T SOUTHEAST REGION 9-STATE for terminating such calls, despite the existence of such an agreement, then AT&T SOUTHEAST REGION 9-STATE may, at its option:

1.2.1.1 Pay such charges as billed by the third party carrier and charge End Office Switching or its equivalent to CLEC as set forth in the pricing schedule; or

1.2.1.2 Pay such charges as billed by the third party carrier and CLEC will reimburse the full amount of such charges within thirty (30) days of AT&T SOUTHEAST REGION 9-STATE's request for reimbursement.

1.2.2 The following reciprocal compensation terms shall apply to all traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC when CLEC purchases local switching from AT&T SOUTHEAST REGION 9-STATE on a wholesale basis.

1.2.2.1 For intra-switch Wholesale Local Switching Traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.

1.2.3 For inter switch 7 or 10-digit dialed Wholesale Local Switching Traffic originated by CLEC, intercarrier compensation shall apply as follows:

1.2.3.1 For interswitch Wholesale Local Switching Traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC where CLEC's End User originates a call that is terminated to an AT&T SOUTHEAST REGION 9-STATE End User or to an End User served by AT&T SOUTHEAST REGION 9-STATE resold services in the AT&T SOUTHEAST REGION 9-STATE area, CLEC shall compensate AT&T for such traffic at the End Office Switching rate or its equivalent as set forth in the Pricing Schedule.

1.2.3.2 For calls originated by a third party and terminating to CLEC where such CLEC purchases Wholesale Local Switching from AT&T SOUTHEAST REGION 9-STATE to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall charge the originating CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule at the terminating end office. AT&T SOUTHEAST REGION 9-STATE shall not charge the terminating CLEC for End Office Switching or its equivalent at the terminating end office.

1.2.4 For inter switch 7 or 10-digit dialed Wholesale Local Switching Traffic terminated by CLEC, intercarrier compensation shall apply as follows:

1.2.4.1 For calls originated by an AT&T SOUTHEAST REGION 9-STATE End User or by an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall not charge CLEC for End Office Switching at the terminating end office

for use of the network component; therefore, CLEC may not charge AT&T SOUTHEAST REGION 9-STATE intercarrier compensation or any other charges for termination of such calls.

1.2.4.2 For calls originated by a third party CLEC where such CLEC purchases Wholesale Local Switching from AT&T SOUTHEAST REGION 9-STATE to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall not charge CLEC for End Office Switching at the terminating end office for use of the network component; therefore, CLEC shall not charge the originating CLEC or AT&T SOUTHEAST REGION 9-STATE intercarrier compensation or any other charges for termination of such calls.

1.2.5 For intraLATA 1+ dialed Wholesale Local Switching Traffic terminating to CLEC where the originating carrier uses AT&T SOUTHEAST REGION 9-STATE's Carrier Identification Code (CIC) for its End User's LPIC, then intercarrier compensation shall apply as follows:

1.2.5.1 For calls originated by an AT&T SOUTHEAST REGION 9-STATE End User or by an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule at the terminating end office for use of the end office switching network components used in terminating such calls. CLEC may charge AT&T SOUTHEAST REGION 9-STATE for intercarrier compensation at the rate for End Office Switching or its equivalent as set forth in the Pricing Schedule. CLEC shall not charge originating or terminating switched access rates to AT&T SOUTHEAST REGION 9-STATE for termination of those calls.

1.2.6 For intraLATA 1+ dialed Wholesale Local Switching Traffic originated by CLEC where CLEC uses AT&T SOUTHEAST REGION 9-STATE Carrier Identification Code (CIC) for its End User's Local Preferred Interexchange Carrier (LPIC), intercarrier compensation shall apply as follows:

1.2.6.1 For calls terminating to AT&T SOUTHEAST REGION 9-STATE or to an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule.

1.2.6.2 For calls terminating to a third party LEC where such LEC is utilizing AT&T SOUTHEAST REGION 9-STATE Wholesale Local Switching to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule. AT&T SOUTHEAST REGION 9-STATE will not charge the terminating LEC for End Office Switching at the terminating end office. In the event that AT&T SOUTHEAST REGION 9-STATE is charged terminating charges by the LEC, AT&T SOUTHEAST REGION 9-STATE may pay such charges and CLEC will reimburse AT&T SOUTHEAST REGION 9-STATE the full amount of such charges within thirty (30) days following AT&T SOUTHEAST REGION 9-STATE's request for reimbursement.

1.2.7 For calls originated by or terminating to interexchange carriers (IXCs) through a switched access service arrangement, CLEC may bill the IXC in accordance with the CLEC's tariff and will not bill AT&T SOUTHEAST REGION 9-STATE any charges for such calls. CLEC shall pay AT&T SOUTHEAST REGION 9-STATE applicable charges for the use of AT&T SOUTHEAST REGION 9-STATE's network in accordance with the rates set forth in the Pricing Schedule.

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.0010519			MOU